



## **Terms and Conditions for Advertising Services with CUIK Technology Ltd.**

These terms and conditions govern the provision of advertising services by CUIK Technology Ltd ("CUIK") and are part of the contract unless expressly agreed otherwise in writing by CUIK. CUIK is not bound by this contract until executed by an authorised representative.

### **Definitions:**

In these Terms and Conditions:

- "Client" refers to the party named on the Trade Account Application.
- "Artwork" means the material to be displayed as part of the advertising campaign.
- "Kiosk" refers to the advertising display units available for advertising purposes.

### **Application of Terms:**

These Terms apply to all agreements between CUIK and the Client for the supply of advertising Goods and/or Services. By submitting the Trade Account Application or placing an order for Goods and/or Services, the Client accepts these Terms.

### **Consumer Guarantees Act:**

Where the Consumer Guarantees Act applies, the Client's rights under the Act are not limited by these Terms unless deemed fair and reasonable to do so.

**Information Accuracy:**

The Client warrants that all information provided in the Trade Account Application is true, correct, and complete.

**Artwork and Printing:**

1. The Client must provide Artwork to CUIK for approval within specified timeframes before the Campaign start date.
2. CUIK is not liable for delays in Campaign start dates due to late receipt of Artwork.
3. The Client must ensure Artwork complies with the contract and relevant regulations.
4. Client must ensure all artwork follows the guidelines provided by New Zealand Advertising Standards Authority. (<https://www.asa.co.nz/>)
5. If CUIK is commissioned to create artwork for Client, it is the sole responsibility of Client to ensure all information and material, text or graphics are correct.
6. CUIK is not liable for errors in Artwork and is indemnified by the Client against any claims arising from such errors.
7. Any alterations required after artwork is approved or published may incur additional cost to Client.

**Content management:**

1. CUIK arranges upload and manage content and Artwork on Kiosks.
2. Publication timing is subject to reasonable efforts and factors beyond CUIK's control.
3. Upon three months of Campaign termination, CUIK will delete digital Artwork unless specified otherwise by the Client.
4. CUIK will endeavour to avoid back-to-back competitive advertisements but is not obligated to do so.

5. CUIK is not liable for Kiosk downtime due to conditions beyond its control.

**Advertising Standards:**

1. CUIK may refuse to display Artwork deemed illegal or in breach of Advertising Codes. Refer to <https://www.asa.co.nz/>
2. Costs incurred due to non-compliant Artwork are the Client's responsibility.

**Acceptance of Advertisements:**

1. CUIK reserves the right to refuse to display Artwork for any reason.
2. Refunds apply if pre-paid Artwork is not displayed.

**Charges, Costs, and Payment:**

1. Invoicing terms and payment due dates are specified in the contract.
2. The Client is responsible for all costs related to Artwork production and installation.
3. Failure to make timely payments may result in contract termination or interest charges.

**Cancellations:**

1. Cancellation fees apply based on the timing of cancellation requests.

**General:**

1. Kiosks remain the property of CUIK.
2. Clients are responsible for warranty and indemnity related to Advertisements.

3. CUIK's liability is limited as per the contract terms.

4. CUIK may amend these terms at its discretion.

**By agreeing to these terms and conditions, the Client acknowledges understanding and acceptance of the contract terms with CUIK Technology Ltd.**

**CUIK Technologies Ltd**

**135B St Vincent Street**

**Nelson**

**03 539 0452**

**[www.cuik.nz](http://www.cuik.nz)**

**[sales@cuik.nz](mailto:sales@cuik.nz)**